

Exhibit A

**LOUIS P. GIAVASIS
STARK COUNTY CLERK OF COURTS**

NIKOLOUS L GRIFFITH

PLAINTIFF,

VS.

CASE NUMBER : **2017CV01460**

DIVERSIFIED CONSULTANTS INC

ASSIGNED JUDGE : **FRANK G. FORCHIONE**

DEFENDANT,

SUMMONS

July 20, 2017

TO THE FOLLOWING NAMED DEFENDANT:

DIVERSIFIED CONSULTANTS INC
ATTN JOHN CRAWFORD R/A
1200 RIVERPLACE BLVD SUITE 800
JACKSONVILLE, FL 32207

YOU HAVE BEEN NAMED A DEFENDANT IN A COMPLAINT FILED IN STARK COUNTY COURT OF COMMON PLEAS, STARK COUNTY COURT HOUSE, CANTON, OHIO 44702 BY:

NIKOLOUS GRIFFITH -
213 BEECHWOOD ST APT A
LOUISVILLE, OH 44641-7924

PLAINTIFF.

A COPY OF THE COMPLAINT IS ATTACHED HERETO. THE NAME AND ADDRESS OF THE PLAINTIFF'S ATTORNEY IS:

MATTHEW ALDEN
COLUMBUS,

YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON THE PLAINTIFF'S ATTORNEY, OR UPON THE PLAINTIFF, IF HE HAS NO ATTORNEY OF RECORD, A COPY OF AN ANSWER TO THE COMPLAINT WITHIN TWENTY-EIGHT DAYS AFTER THE SERVICE OF THIS SUMMONS ON YOU, EXCLUSIVE OF THE DAY OF SERVICE. YOUR ANSWER MUST BE FILED WITH THE COURT WITHIN THREE DAYS AFTER THE SERVICE OF A COPY OF THE ANSWER ON THE PLAINTIFF'S ATTORNEY.

IF YOU FAIL TO APPEAR AND DEFEND, JUDGMENT BY DEFAULT WILL BE RENDERED AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

LOUIS P. GIAVASIS
CLERK OF COURTS
STARK COUNTY, OHIO



S. MARTIN, DEPUTY CLERK

Parties

3. Mr. Griffith is an adult individual presently residing Louisville, Ohio and is a “consumer” as that term is defined in the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, and the Consumer Sales Practices Act.
4. Diversified Consultants, Inc. is a debt collector for defaulted consumer credit accounts owed to third parties. Diversified Consultants, Inc. is not a lender and is not a creditor.
5. Diversified Consultants, Inc. is a Florida for-profit corporation headquartered in Jacksonville, Florida.
6. Diversified Consultants, Inc. is a “furnisher” and “user” of consumer credit information as those terms are defined under the Fair Credit Reporting Act.

Background

7. On February 22, 2016, Mr. Griffith filed for Chapter 7 Bankruptcy in the United States Bankruptcy Court for the Northern District of Ohio.
8. The case was docketed as *In re Nickolous L. Griffith & Nikolous L. Griffith*, Case No.: 16-60283.
9. At no time prior to his bankruptcy filing did Mr. Griffith have any reason to believe he owed Diversified Consultants, Inc. any money.
10. A prepetition compilation of his credit reports obtained from CIN Legal Data Services had no reference to any unsecured, consumer debt owed to Diversified Consultants, Inc. as of February 22, 2016.
11. On June 24, 2016, the bankruptcy court issued an order granting Mr. Griffith a discharge of all the unsecured, consumer debt he owed at that time.
12. The discharge order terminated any rights of his unsecured creditors to collect money he

owed at that time, including the debt that Diversified Consultants, Inc. was attempting to collect.

13. Mr. Griffith never reaffirmed any of the unsecured debt discharged in his bankruptcy case.

14. Mr. Griffith received a full discharge of all his unsecured consumer debt, including any debt that Diversified Consultants, Inc. was attempting to collect.

15. As of June 24, 2016, the date of the discharge order, Diversified Consultants, Inc. knew or should have known that Mr. Griffith was the debtor in a Chapter 7 bankruptcy case, that he was granted a discharge in the bankruptcy case and that he was subsequently protected from any direct or indirect collection acts whatsoever by virtue of the injunction provided under the bankruptcy code, specifically 11 U.S.C. § 524.

16. As of June 24, 2016, Diversified Consultants, Inc. had no reason to access Mr. Griffith's credit reports or to conduct any collection activity with respect to him.

17. Despite the fact that Mr. Griffith discharged any debt for which Diversified Consultants, Inc. could be collecting as of June 24, 2016, on June 24, 2016, Diversified Consultants, Inc. accessed the personal and confidential information contained in Mr. Griffith's TransUnion account without any permissible purpose and without Mr. Griffith's knowledge or consent.

18. Mr. Griffith had no reason to suspect that Diversified Consultants, Inc. had illegally pulled his personal and confidential TransUnion credit report until he obtained a copy of his TransUnion Credit report dated February 13, 2017, which disclosed the illegal pull and collection activity that occurred on June 24, 2016.

19. On June 24, 2016, Diversified Consultants, Inc. represented to TransUnion that its request for Mr. Griffith's personal and confidential credit information request was made for "account review" purposes in order to conduct collection activity.

20. However, at the time of the purported June 24, 2016 “account review” inquiry, Mr. Griffith’s TransUnion credit report reflected that he had no open account with Diversified Consultants, Inc. and showed that his other unsecured, dischargeable debts had been closed, discharged in bankruptcy, and had no balance owing.

21. Mr. Griffith has not requested credit from or otherwise initiated any business relationship with Diversified Consultants, Inc. at any time subsequent to his bankruptcy discharge.

22. After a reasonable time to conduct discovery, Mr. Griffith believes he can prove that all actions taken by Diversified Consultants, Inc. as described in this complaint were taken willfully to invade his privacy without justification, with the desire to harm Plaintiff, with knowledge that the actions were taken in violation of the law, and with reckless disregard for Plaintiff’s rights.

23. The conduct has been the producing and proximate cause of past, present and future mental distress and emotional anguish stemming from the ongoing unlawful invasion of Mr. Griffith’s privacy and other damages that will be presented to the jury.

24. Mr. Griffith reasonably fears that, absent this Court’s intervention, Diversified Consultants, Inc. will:

- a. continue to illegally access his personal, private and financial information;
- b. ultimately attempt to seek payment from him on a discharged debt; and
- c. ultimately cause harm to his credit or otherwise harm him economically.

25. Because of the actions taken by Diversified Consultants, Inc. in conducting post-discharge account reviews that lacked any legitimate purpose, Mr. Griffith was forced to hire an attorney and his damages include reasonable attorney fees incurred in pre-suit representation and prosecuting this case.

26. Because of the actions taken by Diversified Consultants, Inc., Mr. Griffith is entitled to

statutory damages, punitive damages and all other appropriate measures to punish and deter similar future illegal practices by Diversified Consultants, Inc. and other users of consumer credit information.

Claim No. 1: Violation of 15 U.S.C. §1681n

27. All prior paragraphs are incorporated into this claim by reference.
28. Diversified Consultants, Inc. is a furnisher and user of consumer credit information.
29. After receiving his discharge, at no time did Mr. Griffith apply for credit from Diversified Consultants, Inc.
30. Upon information and belief, Diversified Consultants, Inc. knowingly and willfully requested and obtained Mr. Griffith's consumer report from TransUnion on more than one occasion despite having actual knowledge that Mr. Griffith's obligation on his unsecured debt was discharged in his bankruptcy as of June 24, 2016.
31. Diversified Consultants, Inc. lacked any permissible purpose in conducting "account reviews" or in obtaining Mr. Griffith's personal credit information after he received his bankruptcy discharge.
32. Diversified Consultants, Inc. knowingly and willfully obtained Mr. Griffith's information from TransUnion under false pretenses.
33. After a reasonable time to conduct discovery, Mr. Griffith believes he can prove:
 - a. that Diversified Consultants, Inc. has received hundreds, if not thousands, of disputes from consumers like Plaintiff, complaining of the same conduct as alleged in this complaint. Specifically, Diversified Consultants, Inc. now routinely obtains, consumer reports on individuals that Diversified Consultants, Inc. knows or should know have filed for bankruptcy and who have received a discharge in bankruptcy;

- b. that despite their receipt of disputes from consumers, Diversified Consultants, Inc. intentionally and knowingly refuses to correct its policies and procedures with respect to obtaining consumer reports after bankruptcy discharge without legal authority to do so; and
- c. that Diversified Consultants, Inc. is engaged in a pattern and practice of unlawful behavior with respect to the accessing of consumer reports on individuals who have received a discharge in bankruptcy.

34. As a direct and proximate result of Diversified Consultants, Inc.'s violations of the Fair Credit Reporting Act, Plaintiff has suffered and will continue to suffer considerable harm and injury including, but not limited to, mental distress and emotional anguish stemming from the ongoing invasion of his privacy, entitling Plaintiff to an award of actual damages in an amount to be proven at trial, plus attorneys' fees together with the costs of this action pursuant to 15 U.S.C. § 1681n.

35. Diversified Consultants, Inc.'s actions in this matter have been willful and malicious or have been undertaken with such reckless disregard of Mr. Griffith's rights that malice may be inferred, subjecting Diversified Consultants, Inc. to liability for punitive damages.

36. Additionally, the harm suffered by Mr. Griffith is attended by circumstances of fraud, malice and willful misconduct, entitling Plaintiff to punitive damages pursuant to 15 U.S.C. § 1681n(a)(2).

Claim No. 2: Violation of 15 U.S.C. §1681o

37. All prior paragraphs are incorporated into this claim by reference.

38. Diversified Consultants, Inc. is a furnisher and user of consumer credit information.

39. After receiving his discharge, at no time did Mr. Griffith apply for credit from Diversified Consultants, Inc.

40. Upon information and belief, Diversified Consultants, Inc. negligently requested and obtained Plaintiff's consumer report from TransUnion despite having actual knowledge that Mr. Griffith's unsecured debts were discharged in his bankruptcy as of June 24, 2016.

41. Diversified Consultants, Inc. lacked any permissible purpose in conducting "account reviews" or in obtaining Mr. Griffith's personal credit information after he received his bankruptcy discharge.

42. Diversified Consultants, Inc. negligently obtained Mr. Griffith's information from TransUnion under false pretenses.

43. After a reasonable time to conduct discovery, Mr. Griffith believes he can prove:

- a. that Diversified Consultants, Inc. has received hundreds, if not thousands, of disputes from consumers like Plaintiff, complaining of the same conduct as alleged in this complaint. Specifically, Diversified Consultants, Inc. routinely obtains consumer reports on consumers that Diversified Consultants, Inc. knows or should know have filed for bankruptcy and who have received a discharge in bankruptcy;
- b. that despite the receipt of disputes from consumers, Diversified Consultants, Inc. refuses to correct its policies and procedures with respect to obtaining consumer reports after bankruptcy discharge; and
- c. that Diversified Consultants, Inc. is engaged in a pattern and practice of unlawful behavior with respect to the accessing of consumer reports on individuals who have received a discharge in bankruptcy.

44. As a direct and proximate result of Diversified Consultants, Inc.'s violations of the Fair Credit Reporting Act, Plaintiff has suffered and will continue to suffer considerable harm and injury including, but not limited to, mental distress and emotional anguish stemming from the

ongoing invasion of his privacy, entitling Plaintiff to an award of actual damages in an amount to be proven at trial, plus attorneys' fees together with the costs of this action pursuant to 15 U.S.C. § 1681o(a)(1)&(2).

Claim 3: Violations of the Federal Fair Debt Collection Practices Act

45. All prior paragraphs are incorporated into this claim by reference.

46. Mr. Griffith is a "consumer" as defined by the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §1692a(3).

47. Diversified Consultants, Inc. is a "debt collector" as defined by the FDCPA at 15 U.S.C. §1692a(6) because Diversified Consultants, Inc. regularly uses the instrumentalities of interstate commerce to collect debts that are in default and for which Diversified Consultants, Inc. was not the original lender.

48. Upon information and belief, the account that Diversified Consultants, Inc. was trying to collect from Mr. Griffith was a debt that arose out of a transaction which was primarily for personal, family or household purposes as defined by the FDCPA at 15 U.S.C. §1692a(5).

49. Diversified Consultants, Inc. misrepresented the character of the debt and the legal status of the debt in violation of 15 U.S.C. §1692e(2)(A) because the debt was discharged in Mr. Griffith's bankruptcy and he no longer owed any money on the account.

50. Diversified Consultants, Inc. made false and misleading representations prohibited by 15 U.S.C § 1692e by illegally accessing Mr. Griffith's TransUnion credit report in an attempt to collect on the account after it was discharged in Mr. Griffith's bankruptcy.

51. Diversified Consultants, Inc. engaged in unfair, unconscionable, and deceptive practices in violation of 15 U.S.C. §1692f by attempting to collect on a debt discharged in a bankruptcy and falsely and illegally accessing Mr. Griffith's personal and confidential credit report.

52. As a direct and proximate result of Diversified Consultants, Inc.'s violations of the Fair Debt Collection Practices Act, Diversified Consultants, Inc. is liable to Mr. Griffith in the sum of Mr. Griffith's actual damages, statutory damages, costs, and attorneys' fees, an amount which exceeds \$25,000.00.

Claim 4: Violations of the Ohio Consumer Sales Practices Act

53. All prior paragraphs are incorporated into this claim by reference.

54. Mr. Griffith is a “consumer” as defined by the Ohio Consumer Sales Practices Act, Oh. Rev. Code § 1345.01(D).

55. Diversified Consultants, Inc. is a “supplier” as defined by the Consumer Sales Practices Act, Oh. Rev. Code §1345.01(C).

56. Diversified Consultants, Inc. is directly engaged in the business of effecting “consumer transactions”.

57. Diversified Consultants, Inc. collects defaulted consumer debts for other companies in Ohio and nationwide.

58. Alternatively, Diversified Consultants, Inc. was directly engaged in the business of effecting “consumer transactions” such the unsecured, defaulted debt owed by Mr. Griffith that was discharged in his bankruptcy.

59. Diversified Consultants, Inc. committed unfair, deceptive and unconscionable acts or practices in violation of Oh. Rev. Code §§ 1345.02(A) and 1345.03(A) of the Consumer Sales Practices Act including:

- a. attempting to collect on a debt that Diversified Consultants, Inc. knew or should have known that Mr. Griffith did not owe;
- b. illegally accessing Mr. Griffith's TransUnion credit report as part of an illegal attempt to

collect a defaulted consumer debt when Diversified Consultants, Inc. knew or should have known the account was discharged in Mr. Griffith's bankruptcy case on June 24, 2016; and

c. making false, misleading, and deceptive statements to TransUnion and to Mr. Griffith that Diversified Consultants, Inc. had the authority to review Mr. Griffith's personal and confidential credit history in an attempt to collect a defaulted, discharged debt.

60. Such acts and practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, Oh. Rev. Code §§1345.01 to 1345.99.

61. Diversified Consultants, Inc. committed the violations after such decisions were available for public inspection pursuant to Oh. Rev. Code § 1345.05(A)(3).

62. Specifically, the following cases have held that similar unfair and deceptive acts and practices violate the Ohio Consumer Sales Practices Act: *In The Matter of United Collection Bureau, Inc.*, State Of Ohio, Office of the Attorney General Consumer Protection Section, Docket No.: 36490 (August 12, 2010) (PIF # 10002890) and *Becker v. Montgomery, Lynch* (N.D. Oh. 2003), Case No.: 1:02 CV 874 (PIF#10002153).

63. Additionally, under well-settled Ohio law, a violation of the Fair Debt Collection Practices Act is also a violation of the Consumer Sales Practices Act. *Becker v. Montgomery, Lynch* (N.D. Oh. 2003), Case No.: 1:02 CV 874 (PIF#10002153).

64. Diversified Consultants, Inc. knowingly committed the unfair, deceptive, and unconscionable acts and practices.

65. As a direct and proximate result of Diversified Consultants, Inc.'s unfair, deceptive, and unconscionable acts and practices, Mr. Griffith has been damaged in amounts to be proven at trial in excess of \$25,000.00.

66. Diversified Consultants, Inc.'s actions in this matter have been willful and malicious or

have been undertaken with such reckless disregard of Mr. Griffith's rights that malice may be inferred, subjecting Diversified Consultants, Inc. to liability for punitive damages in an amount in excess of \$25,000.00.

Prayer For Relief

Wherefore, Plaintiff Nikolous L. Griffith prays for judgment against Defendant Diversified Consultants, Inc. as follows:

- A. An award of actual damages in such amounts to be proved at trial in excess of \$25,000.00, pursuant to 15 U.S.C. §§ 1681n(a)(1) & 1681o(a)(1);
- B. An award of statutory damages in such amounts to be proved at trial pursuant to 15 U.S.C. § 1681n(a)(1);
- C. An award of punitive damages, in excess of \$25,000.00, pursuant to 15 U.S.C. § 1681n(a)(2);
- D. Money damages equal to 3 times Griffith's actual damages or \$200.00 for each unlawful act specified, whichever is greater, pursuant to Oh. Rev. Code §1345.09(B);
- E. For punitive damages in amounts to be proven at trial in excess of \$25,000.00;
- F. For an amount of money equal to the costs of this action and Mr. Griffith's reasonable attorneys' fees pursuant to Oh. Rev. Code §1345.09(F)(2);
- G. For an order declaring that Diversified Consultants, Inc. engaged in acts and practices in violation of the Ohio Consumer Sales Practices Act;
- H. For a permanent injunction enjoining Diversified Consultants, Inc. and its agents, servants, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership, or other association, under this or any other name, from engaging in the acts and practices described in this complaint

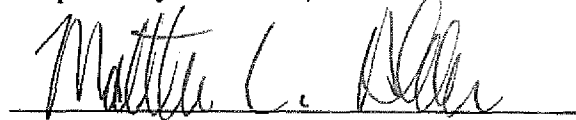
in the State of Ohio until complying with the laws of the State of Ohio and satisfaction of any monetary obligations to Mr. Griffith;

- I. For an amount of money in excess of \$25,000.00 equal to Mr. Griffith's actual damages, statutory damages pursuant to 15 U.S.C. §1692k, and his costs and attorney fees pursuant to 15 U.S.C. §1692k;
- J. For pre-judgment and post-judgment interest;
- K. Costs and reasonable attorneys' fees pursuant to 15 U.S.C. §§ 1681n(a)(3) & 1681o(a)(2); and
- L. All other legal or equitable relief to which Plaintiff may be entitled.

Demand For A Jury Trial

Pursuant to Oh. R. Civ. P. 38, Plaintiff demands a trial by jury on all issues of fact.

Respectfully submitted,



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